

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF PENNSYLVANIA

LEON WEINGRAD, individually and on)
behalf of a class of all persons and)
entities similarly situated) C.A. NO. 1:25-cv-00002-YK
)
Plaintiff,)
)
v.)
)
QUOTEWIZARD.COM, LLC)
)
Defendant.)
)

**DECLARATION OF BROCK THOMPSON IN SUPPORT OF DEFENDANT
QUOTEWIZARD.COM, LLC'S MOTION TO COMPEL ARBITRATION**

I, Brock Thompson, affirm:

1. I am over the age of eighteen (18) years. I submit this declaration in support of Defendant QuoteWizard.Com, LLC's ("QuoteWizard") Motion to Compel Arbitration. The matters set forth below are based upon my personal knowledge and, if called to testify as a witness, I could and would competently testify thereto.

2. I am and was the Vice President of Sales for LendingTree, LLC, at all times relevant to the facts stated herein.

3. QuoteWizard.com,LLC is a wholly owned subsidiary of LendingTree, LLC

4. QuoteWizard is the owner of the website <https://ratekick.com/form/> (the "Website").

5. On December 13, 2024, a person using the name Gary Williams submitted a request to receive auto insurance quotes on the Website. The phone number submitted by this Website user was (503) 755-6495. *See* Certificate of Authenticity for Web Leads, attached hereto as Exhibit

A.

6. The Website asks users a series of questions in order to assist users with finding insurance quotes. Questions asked include the user's name, email address, street address, and phone number.

7. A user clicks the "Get My Auto Quotes" button on the Website to submit their information to QuoteWizard.

8. When Plaintiff utilized the Website, the disclaimer on the Website contained the language: "By clicking 'Get My Auto Quotes' above, I provide my express written consent to receive calls and text messages, including for marketing purposes, from the companies selected above and any party calling or texting on their behalf at (503) 755-6495, including calls and texts made using automated means such as automatic telephone dialing systems, autodialers, selection systems, robocalls, and prerecorded or artificial voice recordings, even if my number is listed on any company-specific, state, or federal Do-Not-Call list..." *See Ex. A.*

9. The disclaimer further states "by clicking Get My Auto Quotes, I acknowledge that I have read, understand, and agree to this Web site's [Privacy Policy](#) and [Terms of Use](#)."

10. The Website's "Terms of Use" were separate from the rest of the text in a blue font, the words "The Terms of Use" and "Privacy Policy" were an active hyperlink to the full text of the Website's Privacy Policy and Terms of Use policy. *See Screenshot of Session Replay, attached hereto as Exhibit B.*

11. A true and accurate copy of the Website's Terms of Use as of January 29, 2025, is attached hereto as Exhibit C. The Terms of Use have not been altered or amended since Plaintiff's visit on December 13, 2024.

12. The Website's Terms of Use contains a mandatory arbitration provision, requiring

disputes against QuoteWizard be resolved through binding arbitration administered by the American Arbitration Association, or AAA, on an individual (rather than class-wide) basis. Ex. C.

13. The Website's Terms of Use explicitly state that agreeing to the Terms of Use precludes users from bringing any class, joint, collective, representative, or consolidated action against QuoteWizard. *Id.*

14. As part of QuoteWizard's record keeping, QuoteWizard utilizes ActiveProspect's TrustedForm.com to store the recorded session replay of a user's activity on the Website, to store the consent language generated after a user clicks "Get My Auto Quote," and to store the date and time that a website user visited the website.

15. On December 13, 2024, a user submitted the phone number (503) 755-6495 on the Website and clicked the "Get My Auto Quote" button. *See* Ex. A.

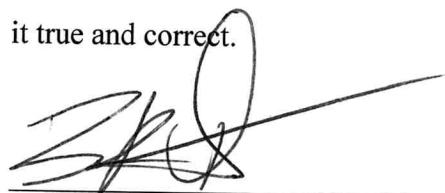
16. Upon information and belief, the Website submission was made using a Window's 10 operating system. *Id.*

17. Upon information and belief, the user spoofed his IP address to obscure his real location.

18. In response to Plaintiff's submission, on December 13, 2024, QuoteWizard called Plaintiff at the number that was provided on the Website.

19. During a recorded call QuoteWizard had with Plaintiff, Plaintiff initially identified himself as Joseph Arnold, then revealed that he was Leon Weingrad, and then when the QuoteWizard representative asked again if this was Gary Williams responding to the call, Plaintiff responded stating that his true name was Joseph Arnold.

I affirm under penalty of perjury under the laws of the United States of America that the foregoing
is true and correct.

A handwritten signature in black ink, appearing to read "Brock Thompson", is written over a horizontal line. A small circle is drawn to the right of the signature.

Brock Thompson

Executed on 2/3/25, 2025 at 12 p.m.

EXHIBIT A

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activeprospect | TrustedForm

[Back to your account](#)

Certificate of Authenticity for Web Leads

✓ Retained

[Certificate](#) [Session Replay](#) [Event Log](#) [History](#)

Certificate of Authenticity for Web Leads

trustedform
powered by **activeprospect**

Certificate ID: c0f25792616aff55a36fd21d5d0d0b88ad2af58c

This certificate was issued by TrustedForm.com from ActiveProspect, the independent Internet lead certification authority. It certifies the following information about this lead:

When did they visit?

Visit date: December 13, 2024

Visit time: 1:33:48 PM EST

Time on page: 10 minutes, 41 seconds

Where did they visit?

Page URL: <https://ratekick.com/form/>

Who visited?

PrintedForCaseID:160025792616aff55a36fd21d5d0d0b88ad2af58c/assets/?shared_token=WTFaWk1UQkdTRmxLTmsxRVNFaEIPRmsyZWp... 2/3

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Geographic Location (Approximate): Islamabad, Islamabad, Pakistan

Browser: Chrome 131.0.0.0

Operating System: Windows 10

What did they see?

Trustedform captures a copy of the web page viewed by the visitor and the user events that took place on the page including form inputs, mouse movements and clicks. It plays these events back as a session replay of how the user interacted with the page.

[View Session Replay](#)

Consent Language Detected

By clicking "Get My Auto Quotes" above, I provide my express written consent to receive calls and text messages, including for marketing purposes, from the companies selected above and any party calling or texting on their behalf at (503) 755-6495, including calls and texts made using automated means such as automatic telephone dialing systems, autodialers, selection systems, robocalls, and prerecorded or artificial voice recordings, even if my number is listed on any company-specific, state, or federal Do-Not-Call list. I understand such calls and texts may transmit insurance quotes or seek additional insurance-related information from me. Message and data rates may apply. I understand that consent is not a condition of any purchase and that I may revoke my consent at any time. By clicking "Get My Auto Quotes," I also provide my express consent to receive calls and text messages, including for marketing purposes, from companies in our network and any party calling or texting on their behalf at (503) 755-6495 even if my number is listed on any company-specific, state, or federal Do-Not-Call list. I understand such calls and texts may transmit insurance quotes or seek additional insurance-related information from me. Message and data rates may apply. I understand that consent is not a condition of any purchase and that I may revoke my consent at any time. By clicking "Get My Auto Quotes," I am acknowledging that I have read, understand, and agree to this website's Privacy Policy and Terms of Use, and I am directing this website to share my information with the providers in its network for the purpose of providing me with information about their financial services and products. As part of the quoting process, providers will be confirming information based on claims reports and your credit-based insurance score. This will help provide you with the best quote possible. This information may be used to provide you with a quote for another insurance policy, if requested.

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EXHIBIT B

activeprospect TrustedForm

Back to your account

Certificate of Authenticity for Web Leads

Retained

Certificate Session Replay Event Log History

07:21 / 10:42 ◀ ↺ ▶ SKIP INACTIVITY

RATE KICK | Get fast, cheap car insurance quotes in Illinois with one simple form.

96% Complete

← Previous Question Exit X

Companies would like to compete for your business!

Select who you'd like to hear from. Remember, when companies compete, you win.

 Farmers

 Quotewizard

By clicking "Get My Auto Quotes" above, I provide my express written consent to receive calls and text messages, including for marketing purposes, from the companies selected above and any party calling or texting on their behalf at (503) 755-6495, including calls and texts made using automated means such as automatic telephone dialing systems, autodialsers, selection systems, robocalls, and prerecorded or artificial voice recordings, even if my number is listed on any company-specific, state, or federal Do-Not-Call list. I understand such calls and texts may transmit insurance quotes or seek additional insurance-related information from me. Message and data rates may apply. I understand that consent is not a condition of any purchase and that I may revoke my consent at any time.

By clicking "Get My Auto Quotes," I also provide my express consent to receive calls and text messages, including for marketing purposes, from [companies in our network](#) and any party calling or texting on their behalf at (503) 755-6495 even if my number is listed on any company-specific, state, or federal Do-Not-Call list. I understand such calls and texts may transmit insurance quotes or seek additional insurance-related information from me. Message and data rates may apply. I understand that consent is not a condition of any purchase and that I may revoke my consent at any time.

By clicking "Get My Auto Quotes," I am acknowledging that I have read, understand, and agree to this website's [Privacy Policy](#) and [Terms of Use](#), and I am directing this website to share my information with the providers in its network for the purpose of providing me with information about their financial services and products.

As part of the quoting process, providers will be confirming information based on claims reports and your credit-based insurance score. This will help provide you with the best quote possible. This information may be used to provide you with a quote for another insurance policy, if requested.

TrustedForm.com ID: c0f25792616aff55a36fd21d5d0d0b88ad2af58c/assets/?shared_token=WTFaWk1UQkdTRmxLTmsxRVNFaEIPRmsyZWp...

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EXHIBIT C

https://ratekick.com/form/static/corp/terms-of-use.html?bn=Ratekick&bf=rk&pd=auto

RATE KICK | Get fast, cheap insurance quotes with one simple form.

Terms Of Use Agreement

Last updated and effective: January 1, 2020

You are visiting a website owned by QuoteWizard.com, LLC, a subsidiary of LendingTree, LLC. By visiting this site and the various websites owned and operated by QuoteWizard.com, LLC and its affiliates and subsidiaries (collectively, "Websites"), you are entering into a legal agreement to abide by the terms of use you see here, and you are agreeing that you have read and fully understand this Terms of Use Agreement ("Agreement"). This Agreement also applies to your use of any goods, facilities or services offered through the Websites (collectively "Services"), regardless of how they are accessed. By accessing, browsing, or using the Websites, you acknowledge that you understand, accept, and agree to be bound by this Agreement, as well as our [Privacy Policy](#), which is incorporated into this Agreement by reference. You agree that, to the fullest extent required by the law of any state, you have been provided with, have received, and are agreeing to all disclosure and consent requirements. Certain Services may include additional terms; by agreeing to proceed with any such Services you acknowledge that you have read, understand, and agree to be bound by any additional terms displayed or referenced that apply to that Service.

- For purposes of this Agreement, "you" or "your" means the person(s) using the Websites and/or the Services, and any person(s) for whom such person(s) are acting as an agent with respect to the Websites and/or the Services.
- "QuoteWizard," "us," or "we" includes QuoteWizard.com, LLC and all of its affiliates and subsidiaries.
- "Provider(s)" includes, but may not be limited to, the banks, lenders, financial institutions, insurers, service providers, real estate companies, dealers, agents, brokers and other entities offering products and services through the Websites or otherwise partnered with QuoteWizard to facilitate and allow delivery of the products and services you may request.
- "Qualification Form" refers to your request to be matched with providers of any of the products and services that you may be connected to through the Websites.

QuoteWizard reserves the right, at its sole discretion, to change or modify the Websites or this Agreement (or any portion thereof) at any time. Such changes and modifications become effective immediately upon posting on the Websites. You agree to review this Agreement for any such changes upon your use of the Websites and that your continued use of the Websites or Services constitutes your acceptance of such changes and modifications. The Websites are intended for individuals who are at least 18 years of age and are accessing the internet from a physical location within the United States of America. By using or accessing the Websites, you acknowledge that you are 18 years of age or older and are accessing the internet from a physical location within the United States of America.

Privacy Policy

The QuoteWizard [Privacy Policy](#), hereby incorporated by reference into this Agreement, explains how we collect, protect, share, and use your information as part of our technology platforms, and all of our products and services.

Copyright, Trademark, and Service Mark Notices

All text, graphics, photographs, videos, sound, trademarks, logos, artwork, interfaces and computer code, including but not limited to the design, coordination, "look and feel" and arrangement of elements contained on the Websites (collectively "Content") is owned or licensed by or to QuoteWizard. The Content is protected by trademark, copyright, and patent laws, and other intellectual property rights and unfair competition laws. Except as expressly stated herein, no part of the Websites or Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, transmitted or distributed in any way, including the use of framing or mirrors, to any other computer, server, website or other medium for publication or distribution or for any commercial enterprise, without QuoteWizard's prior written permission. Nothing on the Websites should be construed as granting any license or right to use any Content.

Disclaimers and Liability

THE WEBSITES, CONTENT AND SERVICES ARE PROVIDED FOR USE "AS IS" WITHOUT WARRANTY OF ANY KIND. QUOTEWIZARD DOES NOT WARRANT THAT THE WEBSITES, CONTENT OR SERVICES WILL BE ACCURATE, ERROR-FREE OR UNINTERRUPTED. QUOTEWIZARD DOES NOT WARRANT THAT THE WEBSITES, CONTENT OR SERVICES WILL PROVIDE SPECIFIC RESULTS.

TO THE MAXIMUM EXTENT NOT PROHIBITED BY LAW:

- UNDER NO CIRCUMSTANCES WILL QUOTEWIZARD BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF YOUR RELIANCE ON OR USE OF THE WEBSITES, CONTENT, SERVICES OR OTHER ITEMS LOCATED ON THE WEBSITES.

- QUOTEWIZARD DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

ADDITIONALLY, THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES ON THE WEBSITES DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY US. ALL SUCH INFORMATION, PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

Indemnity

You agree to indemnify, defend and hold harmless QuoteWizard and its officers, directors, shareholders, predecessors, successors-in-interest, licensors, employees, agents, subsidiaries and affiliates ("QuoteWizard Parties"), from and against any and all claims, losses, liabilities, expenses (including attorneys' fees and costs) and damages arising out of or relating to your use of the Websites or Services, your violation of any third-party right or law, or your violation or alleged violation of this Agreement. You must not settle any such claim or matter without the prior written consent of QuoteWizard. The QuoteWizard Parties reserve the right, at their own expense, to assume the exclusive defense and control of any matter subject to indemnification by you, and you further agree that you will cooperate fully in the defense of any such claims.

Limitations on Damages

QUOTEWIZARD'S LIABILITY, IF ANY, SHALL BE LIMITED TO DIRECT AND FORESEEABLE DAMAGES, WHICH SHALL NOT EXCEED THE AMOUNT PROVIDED BELOW. UNDER NO CIRCUMSTANCES SHALL QUOTEWIZARD BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, STATUTORY, PUNITIVE OR EXEMPLARY DAMAGES SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS, LOSS OF OR DAMAGE TO DATA, OR EMOTIONAL DISTRESS NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL QUOTEWIZARD'S TOTAL LIABILITY EXCEED U.S. \$100.00. THESE LIMITATIONS AND EXCLUSIONS APPLY EVEN IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE OR IF WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THESE LIMITATIONS AND EXCLUSIONS APPLY TO ANY CLAIMS RELATED TO THIS AGREEMENT OR TO THE SERVICES.

Links to Third Party Websites

The Websites may contain links to websites maintained by third parties. Such links are provided for your convenience and reference only. QuoteWizard does not operate or control in any respect any information, software, products or services available on non-affiliated third-party websites. QuoteWizard's inclusion of a link to a website does not imply any endorsement of the services or the website, its contents, or its sponsoring organization. Your use of any such third-party websites may be subject to other terms and conditions imposed by the third parties maintaining those websites. When you leave the Websites, you agree that QuoteWizard is not responsible for the accuracy or content of the information provided by that website, nor is it liable for any direct or indirect technical or system issues arising out of your access to or use of third-party technologies or programs available through that website.

Errors and Delays

You agree that QuoteWizard is not responsible for any errors or delays in responding to a request or referral form caused by, including but not limited to, an incorrect email address or other information provided by you or other technical problems beyond our reasonable control.

Dispute Resolution, Governing Law, Waivers and Limitations

YOU AGREE THAT ANY DISPUTE BETWEEN YOU AND US, INCLUDING WITHOUT LIMITATION DISPUTES RELATING TO THE WEBSITES, CONTENT OR SERVICES ("DISPUTE"), SHALL BE FINALLY AND EXCLUSIVELY RESOLVED BY BINDING INDIVIDUAL ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") IN ACCORDANCE WITH ITS CONSUMER ARBITRATION RULES. DISPUTES WILL BE ARBITRATED AT A HEARING CONDUCTED IN CHARLOTTE, NORTH CAROLINA; THE ARBITRATOR(S) SHALL HAVE NO AUTHORITY TO DEVIATE FROM THE LAW, AND THE ARBITRATOR(S) SHALL MAKE ALL REASONABLE EFFORTS TO EXPEDITE THE ARBITRATION PROCEEDINGS AND TO LIMIT DISCOVERY. THIS MEANS THAT YOU WILL NOT BE ABLE TO LITIGATE ANY SUCH DISPUTE IN COURT, AND THAT YOU AGREE TO WAIVE YOUR RIGHT TO A JURY TRIAL. YOU AGREE THAT ANY DISPUTE WILL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA WITHOUT REGARD TO ANY CONFLICTS OF LAWS PROVISIONS. IF ANY MATTER PROCEEDS IN COURT, INCLUDING POST-ARBITRATION CONFIRMATION PROCEEDINGS, YOU AGREE TO THE EXCLUSIVE PERSONAL JURISDICTION BY, AND VENUE IN, THE STATE AND FEDERAL COURTS LOCATED IN MECKLENBURG COUNTY, NORTH CAROLINA, AND YOU WAIVE ANY OBJECTION TO SUCH JURISDICTION OR VENUE.

You agree that no arbitration under this agreement shall be joined to an arbitration involving any other party subject to this agreement. Arbitration must be on an individual basis. You may not join or consolidate claims in arbitration or litigate in court or arbitrate any claims as a representative or member of a class or in a private attorney general capacity.

You agree that any dispute or disagreement regarding the enforceability, applicability or interpretation of any provision of this Agreement, including the provisions regarding dispute resolution and arbitration, is a Dispute subject to the arbitration provisions herein and shall be resolved by an arbitrator.

You also agree that any dispute or cause of action arising out of or related to the Websites, Services or Content must be commenced within one year from the later of (1) when the dispute or cause of action accrues or, (2) through the exercise of reasonable diligence you should have known about the accrual of the cause of action. Otherwise, such cause of action is permanently barred.

Miscellaneous Terms

This Agreement (including all referenced or incorporated policies, agreements and other provisions) constitutes the entire agreement between you and QuoteWizard and supersedes all prior or contemporaneous oral or written agreements or other communications between the parties with respect to the subject matter hereof. If a conflict between the language of this Terms of Use Agreement and the language of any terms incorporated by reference, the latter incorporated terms shall control.

You acknowledge and agree that, in entering into this Agreement, you are not relying on any representation, warranty, statement or promise, express or implied, not explicitly set forth in this Agreement, and you hereby waive any claimed reliance on same. If any provision of this Agreement shall be found to be invalid or unenforceable, you agree such provision shall, to the maximum extent feasible, be modified by to render it enforceable with respect to the Dispute at issue and to reflect to the maximum extent possible the intent of the existing language of the provision when considered in the context of this Agreement as a whole, that such modified provision shall be enforced with respect to the underlying claims in the Dispute at issue, and that such a finding of invalidity or unenforceability shall not affect the validity or enforceability of this Agreement as a whole or of any other provision of this Agreement.

Terms Applicable to Insurance Request Services

QuoteWizard is not a licensed insurance agency or broker and does not provide insurance quotes in accordance with RCW 48.17 or similar state statutes. The information QuoteWizard provides is not intended to take the place of professional advice from a licensed insurance agent nor does QuoteWizard provide any evaluation of the insurance providers or their policies. QuoteWizard recommends that all consumers consult with a licensed insurance agent before purchasing any insurance policy.

QuoteWizard does not sell any insurance or bind coverage on its Websites; instead, QuoteWizard provides a service to help Providers offer for sale and sell insurance and other authorized products to you and potential consumers (each, a "Prospect", and all Prospects and Providers are collectively called the Website's "users") who have visited one of QuoteWizard's Websites and applied to receive insurance or other authorized quotations from a Provider. QuoteWizard may, through its Websites, and with each Prospect's authorization, collect certain information through a Qualification Form about any Prospect and sell information contained in that Qualification Form to a Provider. As a result, the quality, safety or legality of the products offered by any Provider for sale, the truth or accuracy of the representations regarding such products, the ability of Providers to offer or sell such products, or the ability of Prospects to pay for the products offered are solely the responsibility of each user. QuoteWizard is an independent contractor for all purposes, and QuoteWizard is not responsible in any way for the conduct of any Prospect or Provider. Nor does QuoteWizard endorse or recommend any Providers nor any companies or insurance policies. QuoteWizard does not provide insurance, tax, legal or any other financial advice. QuoteWizard does not guarantee that any of the Providers to whom it forwards any Prospect's application will contact such Prospect or agree to provide the Prospect with the desired coverage. If you are a Prospect and you would like personal advice or specific policy recommendations, please consult with an insurance agent, broker, or other qualified professional.

If you apply for insurance quotes on this site for Medicare-related plans, a representative may contact you in order to confirm eligibility and connect you with an appropriate, individually licensed insurance agent from QuoteWizard, its subsidiaries (including QW Insurance Solutions, LLC ("QWIS")), and/or its Provider partners. QuoteWizard's and QWIS's licensed agents may offer you rates and policies for Medicare-related plans via their partners and under the respective licenses for such entities. You may not be eligible for all products and services, and the issuing insurance company may determine eligibility in accordance with its underwriting guidelines and as permitted by applicable law. Policies may not be available in all states.

Additional Terms

QuoteWizard may provide educational content and operates online marketplaces that enable consumers to comparison shop on QuoteWizard's Websites for financial products and services offered by QuoteWizard's network of Providers.

By submitting any Qualification Form containing your electronic signature through any of the Websites, and separately for each such request you submit, you are indicating that you desire to be contacted by Providers, and you are providing express written consent that QuoteWizard, a third party on QuoteWizard's behalf, and the Providers with whom you are matched, may deliver calls or text messages to you, including for marketing purposes, using an automatic telephone dialing system or an artificial or prerecorded voice to the phone number you have provided, even if it is a cellular phone number or other service for which the called person(s) could be charged for such call. You understand that you are providing this consent to receive such telephone calls even if your telephone number is currently listed on any federal, state, local, internal, or corporate Do-Not-Call ("DNC") Lists. You understand that you are not required to consent to receive these communications as a condition of using QuoteWizard's services.

You consent to receive email from QuoteWizard and its Providers at the email address you provided or at other addresses that may be associated with you that we receive from Providers or other parties. You hereby consent to any such email, so it will not be considered spam or unauthorized by any local, state or federal law or regulation. You agree that the consents described herein shall remain valid and in effect until you revoke them by opting out as described below.

You may opt out of receiving calls from QuoteWizard at any time by engaging in any of the following reasonable means: (1) emailing consumerinquiries@qw-corp.com to expressly state in writing that you no longer wish to be contacted by QuoteWizard and are revoking your consent to be contacted; (2) notifying a QuoteWizard customer service representative that you no longer wish to be contacted by QuoteWizard and are revoking your consent to be contacted; or (3) responding to any SMS, mobile, or text message you receive from QuoteWizard in accordance with the express written instructions of that particular messaging program. You agree to notify any particular Provider directly if you no longer want to receive communications from them. You further agree that QuoteWizard is not responsible for a Provider's failure to follow your or our instructions to stop contacting you.

For any Service, by saving your information with QuoteWizard or submitting a Qualification Form, you represent that all the information you have provided is true, accurate, current and complete. You further acknowledge that you alone will use your account to access the Services. You must not sell, transform or assign your account to anyone else. You agree to keep your login information confidential, to employ reasonable and appropriate safeguards to prevent unauthorized access to your account, and to not share your account credentials with any third party or allow anyone else to log into our Services as you. You are responsible for all activities that occur under your member account. If you believe that your account is no longer secure, you agree to notify us immediately.

When you "submit" information, create an account or otherwise register for Services through QuoteWizard and its Websites, you understand and agree that you have established a business relationship between you and QuoteWizard. Accordingly, QuoteWizard may send your information to certain affiliates and third parties as provided in the [Privacy Policy](#) and you agree that QuoteWizard, its affiliates, and persons calling on QuoteWizard's behalf may contact you using information you provided with information and offers of services available through QuoteWizard and the Websites. You also give QuoteWizard permission to retain all such provided information and to make live or recorded calls to discuss, provide or remind you of any information regarding your submission, including incomplete Qualification Forms, the identification of matched Providers, deadlines, quality of services or other matters in connection with your Qualification Form.

Pursuant to the contracts between QuoteWizard and its Providers, if you select a Provider through a QuoteWizard website, QuoteWizard may also receive Personally Identifiable Information ("PII") about you from that Provider including, but not limited to, the disposition of your request. Information specific to your Provider's use of your information will be found in your Provider's Privacy Policy. You are providing express written consent for QuoteWizard and any selected Providers to share and maintain this PII to assist with litigation, regulatory request(s), law enforcement requests, internal analytics, marketing purposes, and any other legally permissible purpose.

In addition, certain state and federal laws require that the information you provide QuoteWizard is housed and securely maintained and cannot be removed, purged, or destroyed until the expiration of certain prescribed periods. Providers may also from time-to-time be required to share the information you submit to them with QuoteWizard in order to adhere to applicable laws. Providers and QuoteWizard may also maintain and share information provided by you and about you by third parties for internal marketing and analytics. You are providing express written consent for the retention of this information upon completion of an inquiry form for QuoteWizard and the selected Provider to share this information for these purposes.

To help the government fight identity theft, the funding of terrorism and money laundering activities, and to help attempt to verify your identity, QuoteWizard and its Providers may obtain, verify and record information that identifies each person who opens an account with us and Providers. QuoteWizard and its Providers may ask for your name, Social Security Number, address, telephone number, date of birth and other important information that may allow us and Providers to properly identify you. From time-to-time QuoteWizard is examined by state and federal regulators and as such is required to maintain your Personally Identifiable Information to adhere to certain jurisdictions' data retention requirements. Your information may also be obtained from Providers after you are matched to adhere to state and federal reporting and record retention requirements. You authorize QuoteWizard and its participating Providers to share such information as required.

Services offered by Providers may only be made to residents of states where Providers are authorized to provide such services or products. A Provider's participation in and offering of its products on the Websites does not constitute an offer by any Provider or by QuoteWizard to provide services outside of their authorized jurisdictions, and to the extent you seek or receive information from a Provider regarding any prospective service which would be outside of the Providers' authorized jurisdiction, that information is for informational purposes only. Providers shall have the right to discontinue, suspend or terminate the offering of any service or product in any specific state through the Websites at any time, without prior notice.

QuoteWizard does not guarantee acceptance into any particular program or specific terms or conditions with any Provider; approval standards are established and maintained solely by individual Providers. Likewise, QuoteWizard does not guarantee that the rates offered by Providers include the lowest rates available in the market or the rate that the Providers will ultimately charge. A Provider's conditional offer may be subject to market conditions, approval and qualification. The rates and fees actually provided by Providers may be higher or lower depending on your complete profile, collateral/property considerations (if applicable) including but not limited to location, equity and value and income/asset consideration including but not limited to loan to value and debt to income ratios. Providers may not offer all products as well as not offer products in all states. You might not be matched with the Provider making any specific offer. If you agree to terms with any Provider through the QuoteWizard website, you will be responsible for paying for any costs associated with that product.

By clicking on any button indicating an acceptance or agreement to terms, a continuance of processing or submission (collectively, a "submission") you understand that you are consenting, acknowledging and agreeing to the stated terms and conditions of that submission and that you are submitting an inquiry for a Service through QuoteWizard to each of the Providers to whom your Qualification Form is transmitted.

Terms Applicable to Financial Education Content

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